

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

DIANE SHEARS,	)	
	)	
Plaintiffs,	)	
v.	)	Case No. 22-cv-2099
	)	
AMERICAN PUBLIC DEFENSE, INC.	)	Judge LaShonda Hunt
And LEWIS BROWN,	)	
	)	
Defendants.	)	

**MOTION TO VACATE DEFAULT JUDGMENT FOR  
LACK OF PERSONAL JURISDICTION**

NOW COMES Defendant, LEWIS BROWN, by and through his counsel, and, pursuant to Rule 60(B)(4) of the Federal Rules of Civil Procedure, moves this Honorable Court to vacate the judgment entered in this action on ground of lack of personal jurisdiction due to invalid service.

In support of this Motion, Defendant states as follows:

**STATEMENT OF FACTS**

1. This action was commenced on April 22, 2022. (Dkt No. 1) The Plaintiff, a former employee of Defendant American Public Defense, Inc., alleged claims under the f the Fair Labor Standards Act, the Illinois Minimum Wage Law, the Illinois Wage Payment and Collection Act.

2. American Public Defense, Inc., is an Illinois corporation, with a listed registered agent of Lewis Brown and a registered office of 3430 Flossmoor Road, Flossmoor, Illinois. (Exhibit A).

3. Summons issued on April 22, 2022. (Exhibit B.) The Summons was addressed only to Lewis Brown, not the corporate defendant.

4. On July 25, 2022, Plaintiff filed a return of service (Dkt. No. 7, Exhibit C.) In the return the process server claimed substitute service upon Lewis Brown, both individually and as an officer of the corporate Defendant, on May 4, 2022 at 4:57 p.m. at 277 Somonauk Street, Park Forest, Cook County, Illinois, described as Brown's "usual place of abode." The server claimed service upon "an individual who refused to give their name who "indicated" that he was the subject's son, co-resident. The return is silent on what actions created any "indication." The individual accepted service with direct delivery. The individual appeared to be a blackhaired black male contact 18-25 years of age, 5'6"-5'8" tall and weighing 120-140 lbs."

5. As demonstrated in the Declaration of Lewis Brown (attached as Exhibit D), on May 4, 2022 Lewis Brown was not residing in the United States. Mr. Brown has resided in a foreign country since 2021. (Para. 2.) The Somonauk Street address was a rental property that which he was a tenant until December 2019. He moved out of the Somonauk Street address in December 2019 and has never returned. He did not reside at 277 Somonauk Street, Park Forest, Illinois on May 4, 2022 and has no knowledge on who did reside on the premises on May 4, 2022. (Para. 3.)

6. In May, 2022 the only Illinois address that Mr. Brown maintained at all was located at 15400 Crockett Land in Markham, Illinois. His utility bills at the Markham address from the time are attached as Exhibit A to his Declaration. (Exhibit D, para. 4, Ex. 1 thereto.)

7. According to the records of the Cook County Recorder of Deeds, in 2019 the property at 277 Somonauk Street, Park Forest, Illinois was owned by the current owner, a company named CSMA BLT LLC, which was conveyed the property by deed on July 28, 2015. (Exhibit E). CSMA based in a subsidiary of Cerebus Capital Management of New York. *Ibid.* The property was never owned by Lewis Brown.

8. On May 4, 2022, Lewis Brown was only 31 years old. He has no children. Mr. Brown has no knowledge of the man served as his purported “son” and “co-resident.” (Exhibit D, para. 5.)

9. The return of service states that a copy of the Complaint and Summons was mailed to “in a sealed envelope with postage fully prepaid, addressed to Lewis Brown at his/her usual place of abode.” The mailing address was 277 Somonauk Street, Park Forest, Illinois, Brown had not resided at that address in over two years.

10. On July 18, 2023, Plaintiff filed a Motion for Default Judgment. (Dkt No. 20.) A default was entered on July 24, 2023, with the Court directing that “Plaintiff must serve defaulted defendant Lewis Brown with a copy of this order by 7/26/23 and promptly file a proof of such service.” (Dkt. No. 21). Plaintiff’s “service” of the order was simply to place a copy in certified mail to the outdated Park Forest address, and no proof of receipt of the mail was filed. (Dkt. No. 22, Exhibit F.)

11. On August 1, 2023, the Court conducted a prove-up hearing. At the hearing Defendants did not appear. At the hearing, Plaintiff engaged in a voluntary dismissal of the corporate Defendant, which was granted.

12. On August 15, 2023, this Court entered a final default judgment against Lewis Brown in the amount of \$57,752.29. (Dkt. No. 27, Exhibit G.)

13. Having become an expatriate in 2021, Lewis Brown had no knowledge of the lawsuit at all until December 2023, when he sought a loan. He learned of the existence of the lawsuit and judgment from his credit report. (Exhibit D, para 6.)

14. Pursuant to this Court's direction, defense counsel has submitted this motion in advance to Plaintiff's counsel, requesting the Plaintiff's position on vacating the judgment. The counsel did not agree to vacate, and instead suggested that Defendant move to settle the claim.

### **ARGUMENT**

The judgment must be vacated as void on ground of a lack of personal jurisdiction.

Federal Rule of Civil Procedure 60(b) states in pertinent part that:

**Grounds for Relief from a Final Judgment, Order, or Proceeding.** On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons . . . (4) the judgment is void.

FRCP 60(B)(2023). If service is improper, a default judgment is void for lack of jurisdiction.

*Relational, LLC v. Hodges*, 627 F.3d 668, 672 (7th Cir. 2010) (“[A] judgment is void as to any party who was not adequately served.”).

Rule 60(b) gives the decision to grant the motion to the trial court's discretion. *Philos Tech., Inc. v. Philos & D, Inc.*, 645 F.3d 851 (7th Cir. 2011). However, “[n]o court has the discretion to refuse to vacate that judgment once it recognizes its lack of jurisdiction.” 645 F.3d at 855. “It is a *per se* abuse of discretion for a district court to deny a movant's motion to vacate [such a] judgment under Rule 60(b)(4).” *United States v. Indoor Cultivation Equip.*, 55 F.3d 1311, 1317 (7th Cir.1995).

#### **A. Defendant's Motion is Timely.**

Defendant has moved within a reasonable time. Rule 60 states that "A motion under Rule 60(b) must be made within a reasonable time." FRCP 60(c)(2023). What constitutes a reasonable time depends on the circumstances of the case. *Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin v. Wisconsin*, 769 F.3d 543, 548 (7th Cir. 2014). But “certainly, under F.R.Civ.Pro. 60(b)(4), plaintiff may attack the judgment for lack of jurisdiction

over the person at any time since a judgment rendered without jurisdiction over the person would be void.” *Taft v. Donellan Jerome, Inc.*, 407 F.2d 807, 808 (7th Cir. 1969). “Professor Moore points out that, as applied to a motion for relief from a void judgment under Rule 60(b)(4), the “reasonable time” limitation in Rule 60(b) ‘must generally mean no time limit,’ at least absent exceptional circumstances not present here.” *Pacurar v. Hernly*, 611 F.2d 179, 181 (7th Cir. 1979), citing, 7 *Moore's Federal Practice* ¶ 60.28(3), at 404.

Even without such a rule, Defendant has moved five months after the judgment was entered and mere weeks after learning of the judgment, despite his residence abroad. The Motion is timely.

**B. Plaintiff has the Burden of Proof.**

Plaintiff has the burden of proof to demonstrate personal jurisdiction. The issue of the burden was addressed by the Seventh Circuit in *Bally Exp. Corp. v. Balicar, Ltd.*, 804 F.2d 398 (7th Cir. 1986). “Normally it is well established that the plaintiff must prove jurisdiction exists once it is challenged by the defendant.” 804 F.2d at 401. The *Bally* Court created an exception where the defendant has knowledge of the suit before judgment, but allowed the case to proceed to default judgment, in which case the burden would be placed on the defendant. *Ibid. See, Mid-Continent Wood Prod., Inc. v. Harris*, No. 82 C 7932, 1989 WL 135193, at \*5 (N.D. Ill. Nov. 2, 1989), *rev'd on other grounds*, 936 F.2d 297 (7th Cir. 1991) (“Although the general rule is that the plaintiff must prove personal jurisdiction once it is challenged by the defendant, the *Bally* court shifted the burden to the defendant in Rule 60(b)(4) motions, where ‘the defendant, after receiving notice, chooses to let the case go to the default ...’”). In the case at bar Defendant had no knowledge of the suite until months after the judgment was entered. The *Bally* exception does not apply, and the burden of proof rests with Plaintiff.

**C. No Personal Jurisdiction Exists Because of a Lack of Service of Process.**

Plaintiff cannot meet its burden of proof. In this case, service of process is governed by the law of the state where the district court is located. *Swaim v. Moltan Co.*, 73 F.3d 711 (7th Cir. 1996); F. R. Civ. P. 4(h), 4 (e). Under Illinois law, substitute service of process can be effected “by leaving a copy at the defendant's usual place of abode, with some person of the family or a person residing there, of the age of 13 years or upwards, and informing that person of the contents of the summons.” 735 Ill. Comp. Stat. Ann. 5/2-203 (2023).

There is a heightened burden of proof to show valid service when substitute service is claimed.

[T]he return of the officer or other authorized person making service of a summons on a defendant by delivering a copy to another person, that is, by substituted service, must show strict compliance with every requirement of the statute authorizing such substituted service, since the same presumption of validity that attaches to a return reciting personal service does not apply to substituted service.

*State Bank of Lake Zurich v. Thill*, 113 Ill. 2d 294, 309, 100 Ill. Dec. 794, 800, 497 N.E.2d 1156, 1162 (1986). Even when given deference, an assumption of validity only applies to matters “within the personal knowledge of the officer” and cannot be contradicted by the uncorroborated affidavit of the defendant. *Nibco, Inc. v. Johnson*, 98 Ill. 2d 166, 172–73, 456 N.E.2d 120, 124 (1983). However, “this rule applies only to matters that are within the knowledge of the process server, such as the fact that service was made, his actions involved in doing so, where service was made, and who accepted the service.” *Dep’t of Healthcare & Fam. Servs. ex rel. Sanders v. Edwards*, 2022 IL App (1st) 210409, ¶ 48, 201 N.E.3d 75, 85. Thus, outside of any presumption the server’s assumptions or conclusions on whether the location was the Defendant’s “usual place of abode” (*Edwards, supra*,) or whether the recipient was in fact a member of the family

or a resident are outside of any presumption. *Nibco, Inc., supra*. Defendant is free to attack service by affidavit by service and otherwise on such issues.

No valid “substitute service” occurred on multiple grounds.

First, the location was not Defendant’s “usual place of abode” as he had not lived there since December 2019, and has not resided in the United States since 2021. The only property Defendant maintained at all In Illinois at the time was in Markham, Illinois, not Park Forest. Defendant’s account of being a mere renter at the property though 2019 is buttressed by the fact that the Somonauk Street property was owned by a corporation in 2022, not Defendant. Importantly, Defendant’s declaration is supported by exhibits of contemporaneous utility bills showing his address as in Markham, Illinois at the time.

Second, Defendant has no son, much less one who 18-25 years old when Defendant Brown was all of 31 years old. Mr. Brown would have had to have fathered a son between the ages of 6 and 13 years to meet the description of the recipient of service.

Third, the return does not contain any statement that the person who received process at the stated that he was Defendant’s “son” or his “co-resident.” Instead, the server merely asserts that her served a man who “indicated they [sic] were the subject’s son, co-resident.” Ex. C (emphasis added). No details are provided on the conduct constituting the “indication.” For his own part, Defendant Brown has no idea who the man was. (Ex D.)

No valid service of process occurred. Under federal law and constitutional principles, the default judgment cannot stand.

WHEREFORE, Defendant, LEWIS BROWN, respectfully prays that this Honorable Court vacate the default judgment entered against him on August 15, 2023.

Respectfully submitted,

LEWIS BROWN

By: /s/ Anthony J. Peraica

Anthony J. Peraica - ARDC NO: 6186661  
Anthony J. Peraica & Associates, Ltd.  
5130 South Archer Avenue  
Chicago, Illinois 60632  
773/735-1700  
[support@peraica.com](mailto:support@peraica.com)





Office of the Secretary of State

ilsos.gov

# Business Entity Search

## Entity Information

<b>Entity Name</b>	AMERICAN PUBLIC DEFENSE INC.		
<b>File Number</b>	69304079	<b>Status</b>	NOT GOOD STANDING
<b>Entity Type</b>	CORPORATION	<b>Type of Corp</b>	DOMESTIC BCA
<b>Incorporation Date (Domestic)</b>	11-26-2013	<b>State</b>	ILLINOIS
<b>Duration Date</b>	PERPETUAL		
<b>Annual Report Filing Date</b>	00-00-0000	<b>Annual Report Year</b>	2023
<b>Agent Information</b>	LEWIS BROWN 3430 FLOSSMOOR RD FLOSSMOOR, IL 60422-2200	<b>Agent Change Date</b>	11-26-2013

Services and More Information



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS

SUMMONS IN A CIVIL CASE

DIANE SHEARS

V.

AMERICAN PUBLIC DEFENSE, INC.,  
and LEWIS BROWN

CASE NUMBER: 1:22-cv-2099

ASSIGNED JUDGE: Hon. Elaine E. Bucklo

DESIGNATED  
MAGISTRATE JUDGE: Hon. Jeffrey Cole

TO: (Name and address of Defendant)

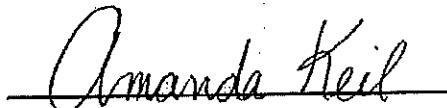
LEWIS BROWN  
277 Somonauk Street  
Park Forest, Illinois 60466

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Josh Sanford  
SANFORD LAW FIRM, PLLC  
10800 Financial Centre Parkway, Suite 510  
Little Rock, Arkansas 72211  
501-221-0088; josh@sanfordlawfirm.com

an answer to the complaint which is herewith served upon you, 21 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

THOMAS G. BRUTON, CLERK

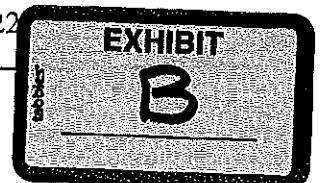


(By) DEPUTY CLERK



April 22, 2022

DATE



Case: 1:22-cv-02099 Document #: 7 Filed: 07/25/22 Page 1 of 2 PageID #:20

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

DIANE SHEARS

Plaintiff/Petitioner

vs.

AMERICAN PUBLIC DEFENSE, INC.; LEWIS BROWN

Defendant/Respondent

Case No.: 1:22-CV-2099

AFFIDAVIT OF SERVICE OF  
SUMMONS; ORIGINAL COMPLAINT

I, Ray Wimbley, depose and say the following:

I certify that I am over the age of eighteen. I am not a party to the above action. I am a registered private detective or a registered employee of a private detective agency, License No. 115002322, located at P O Box 129, Richton Park, IL 60471.

On the 4th day of May, 2022 at 4:57 PM, I, Ray Wimbley, SERVED Lewis Brown at 277 Somonauk Street, Park Forest, Cook County, IL 60466 in the manner indicated below:

**SUBSTITUTE SERVICE**, by personally leaving 1 copy(ies) of the above-listed documents at his/her usual place of abode with John Doe, who is 13 years of age or older, a person residing therein of who confirmed the Defendant resides at the above address and informed that person of the contents thereof.

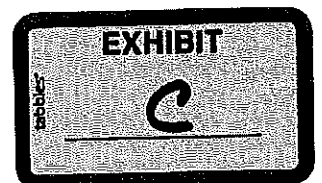
On 05/05/2022 a copy was mailed in a sealed envelope with postage fully prepaid, addressed to Lewis Brown at his/her usual place of abode.

THE DESCRIPTION OF THE PERSON WITH WHOM THE COPY OF THIS PROCESS WAS LEFT IS AS FOLLOWS:  
I delivered the documents to an individual who refused to give their name who indicated they were the subject's son, co-resident. The individual accepted service with direct delivery. The individual appeared to be a black-haired black male contact 18-25 years of age, 5'6"-5'8" tall and weighing 120-140 lbs.

Service Fee Total: \$64.00

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Affidavit of Service are true and correct.

NAME: <u>Ray C Wimbley</u>	<u>115002322</u>	<u>05/05/2022</u>
Ray Wimbley	Server ID #	Date



REF: Diane Shears v. American Public Defense; 1:22-cv-2099



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Tracking #: 0086627088

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

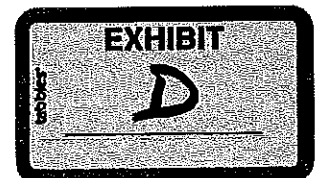
DIANE SHEARS,	)	
	)	
Plaintiffs,	)	
	)	Case No. 22-cv-2099
v.	)	
	)	
AMERICAN PUBLIC DEFENSE	)	Judge LaShonda Hunt
	)	
Defendants.	)	

**DECLARATION OF LEWIS BROWN**

LEWIS BROWN, states the following under penalty of perjury pursuant to 28 U.S.C.

Section 1746:

1. I am Lewis Brown, a Defendant in this action. I am competent to execute this Declaration.
2. While a United States citizen, I have resided in a foreign country since 2021.
3. The return of service on me filed with the Court claims service upon a member of a household on May 4, 2022 at an address of 277 Somonauk Street, Park Forest, Illinois. That address is a single family house. The address is a rental property in which I was a tenant until December 2019. I moved out of the premises in December 2019 and have never returned. I did not reside at 277 Somonauk Street, Park Forest, Illinois on May 4, 2022 and have no knowledge on who did reside on the premises on May 4, 2022.
4. On May 4, 2022 I was a resident of a foreign country. The only Illinois residence I maintained at all at the time was 15400 Crockett Lane, Markham Illinois. Attached hereto as Exhibit A are billings for April 2022 and May 2022 from the City of Markham to me for water and sewer service at the Crockett Lane address.



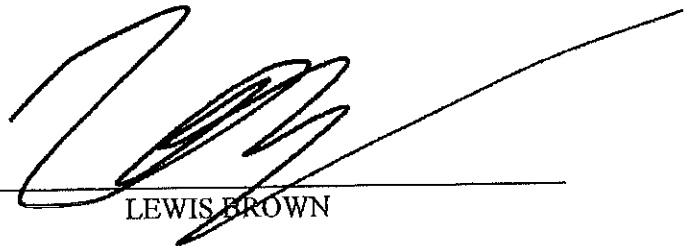
5. The return of service on me filed with the Court claims service upon a member of a household who “indicated” that he was my “son” and a “co-resident” at 277 Somonauk Street, Park Forest, Illinois. The man is described as a black male 18-25 years of age. Not only did I not reside at 277 Somonauk Street, Park Forest, Illinois on May 4, 2022, but I was only 31 years old on that date, and I have never had children. I have no knowledge of the person described in the return, other than the person is no relative of mine or a member of my household.

6. I did not become aware of the existence of this lawsuit, or the judgment, until December 2023, when I was seeking a loan. The judgment was on my credit report and I was accordingly informed of the lawsuit and judgment. I had no prior knowledge of the existence of the lawsuit.

FURTHER DECLARANT SAYETH NAUGHT.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 29, 2024.



LEWIS BROWN

Anthony J. Peraica - ARDC No. 6186661  
ANTHONY J. PERAICA & ASSOCIATES, LTD.  
5130 S. Archer Avenue  
Chicago, Illinois 60632  
773-735-1700



**CITY OF MARKHAM**  
16313 S. Kedzie Parkway  
Markham, IL 60428  
708-331-4905  
www.cityofmarkham.net

## WATER/ SEWER/ REFUSE BILL

SERVICE ADDRESS	ACCOUNT NUMBER
15400 CROCKETT LN	31-4011-90001

Total Due On or Before: 04/05/2022 \$ 194.60  
Total Due After: 04/05/2022 \$ 203.47

LEWIS BROWN  
15400 CROCKETT LN  
MARKHAM IL 60428



AMOUNT ENCLOSED

PLEASE INCLUDE YOUR ACCOUNT NUMBER ON YOUR CHECK  
MAKE CHECKS PAYABLE TO: CITY OF MARKHAM WATER DEPARTMENT  
Return this top portion with your payment.

Retain this portion for your records.

## WATER/ SEWER/ REFUSE BILL

ACCOUNT NUMBER	SERVICE ADDRESS	BILL DATE
31-4011-90001	15400 CROCKETT LN	03/18/2022

### BILLING PERIOD

Current Reading Date: 03/07/2022  
Previous Reading Date: 02/04/2022

### CURRENT CHARGES

WATER \$ 88.65  
SEWER \$ 5.00  
GARBAGE \$ 25.81

Total Current Charges 119.46

### METER INFORMATION

Current Reading: 583  
Previous Reading: 575  
Usage per 1,000 Gallons: 8.000

### PREVIOUS BALANCE

\$ 75.14

Total Due on or Before: 04/05/2022 \$ 194.60  
Total Due After: 04/05/2022 \$ 203.47

WATER DISCONNECTION NOTICES WILL NO LONGER BE ISSUED. WATER WILL BE DISCONNECTED IF THE BALANCE IS NOT PAID IN FULL BEFORE 8:00AM APRIL 18, 2022. PAYING AFTER 8:00AM ON APRIL 18TH MAY LEAD TO DISCONNECTION. IF DISCONNECTED YOU WILL INCUR A \$75.00 RESTORE FEE. PERSONAL CHECKS WILL NOT BE ACCEPTED TO RESTORE SERVICE. A LATE PENALTY WILL BE ADDED TO CURRENT CHARGES IF PAYMENT IN FULL IS NOT RECEIVED BY 5:00PM ON APRIL 05, 2022. A FEE OF 2.75% (MIN. OF \$ 2.00) WILL BE CHARGED FOR ALL CREDIT/DEBIT CARD PAYMENTS MADE AT THE FRONT WINDOW. ONLINE & PHONE PAYMENT FEES ARE 3%.

WE NOW HAVE A NEW ONLINE PAYMENT SYSTEM. PLEASE GO TO [www.cityofmarkham.net/EPayment](http://www.cityofmarkham.net/EPayment) AND HIT THE "PAY BILLS" ICON TO BE TAKEN TO OUR NEW PAYMENT SITE WITH INVOICE CLOUD. THIS IS A DIFFERENT SITE SO YOU WILL NEED TO REREGISTER YOUR ACCOUNT. THERE IS NO LONGER A ZERO BEFORE THE ACCOUNT NUMBER AND DO NOT INCLUDE THE DASHES. FOR THE NAME PUT IN EITHER THE FIRST OR LAST NAME ON THE ACCOUNT. FOR BUSINESSES OR LLCs TYPE IN THE FIRST FEW LETTERS OF THE NAME ON THE ACCOUNT. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE WATER DEPT. AT 708-331-4905 EXT. 306.

YOU CAN ALSO PAY BY PHONE. CALL 855-786-5341

Office Hours: Monday – Friday 9:00am-5:00pm.  
24hr Payment Drop Box Located in Parking Lot near Water Tower.



**CITY OF MARKHAM**

16313 S. Kedzie Parkway  
Markham, IL 60428  
708-331-4905  
www.cityofmarkham.net

LEWIS BROWN  
15400 CROCKETT LN  
MARKHAM IL 60428

**WATER/SEWER/REFUSE BILL**

SERVICE ADDRESS	ACCOUNT NUMBER
15400 CROCKETT LN	31-4011-90001

Total Due On or Before: 05/05/2022 \$ 300.77  
Total Due After: 05/05/2022 \$ 307.42

**AMOUNT ENCLOSED**

PLEASE INCLUDE YOUR ACCOUNT NUMBER ON YOUR CHECK  
MAKE CHECKS PAYABLE TO: CITY OF MARKHAM WATER DEPARTMENT

Return this top portion with your payment.

Retain this portion for your records.

**WATER/SEWER/REFUSE BILL**

ACCOUNT NUMBER	SERVICE ADDRESS	BILL DATE
31-4011-90001	15400 CROCKETT LN	04/19/2022

**BILLING PERIOD**

Current Reading Date: 04/05/2022  
Previous Reading Date: 03/07/2022

**METER INFORMATION**

Current Reading: 589  
Previous Reading: 583  
Usage per 1,000 Gallons: 6,000

**CURRENT CHARGES**

WATER \$ 66.49  
SEWER \$ 5.00  
GARBAGE \$ 25.81

Total Current Charges 97.30

**PREVIOUS BALANCE**

\$ 203.47

Total Due on or Before: 05/05/2022 \$ 300.77

Total Due After: 05/05/2022 \$ 307.42

WATER DISCONNECTION NOTICES WILL NO LONGER BE ISSUED. WATER WILL BE DISCONNECTED IF THE BALANCE IS NOT PAID IN FULL BEFORE 8:00AM MAY 16, 2022. PAYING AFTER 8:00AM ON MAY 16TH MAY LEAD TO DISCONNECTION. IF DISCONNECTED YOU WILL INCUR A \$75.00 RESTORE FEE. PERSONAL CHECKS WILL NOT BE ACCEPTED TO RESTORE SERVICE. A LATE PENALTY WILL BE ADDED TO CURRENT CHARGES IF PAYMENT IN FULL IS NOT RECEIVED BY 5:00PM ON MAY 05, 2022. A FEE OF 2.75% (MIN. OF \$ 2.00) WILL BE CHARGED FOR ALL CREDIT/DEBIT CARD PAYMENTS MADE AT THE FRONT WINDOW. ONLINE & PHONE PAYMENT FEES ARE 3%.

WE NOW HAVE A NEW ONLINE PAYMENT SYSTEM. PLEASE GO TO [www.cityofmarkham.net/EPayment](http://www.cityofmarkham.net/EPayment) & HIT THE "PAY BILLS" ICON TO BE TAKEN TO OUR NEW PAYMENT SITE WITH INVOICE CLOUD. THIS IS A DIFFERENT SITE SO YOU WILL NEED TO REREGISTER YOUR ACCOUNT, THERE IS NO LONGER A ZERO BEFORE THE ACCOUNT NUMBER AND DO NOT INCLUDE THE DASHES. FOR THE NAME PUT IN EITHER THE FIRST OR LAST NAME ON THE ACCOUNT. FOR BUSINESSES OR LLCs TYPE IN THE FIRST FEW LETTERS OF THE NAME ON THE ACCOUNT. CALL 855-786-5341 TO PAY BY PHONE. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE WATER DEPT. AT 708-331-4905 EXT. 306.

PLEASE SEE OTHER SIDE FOR SPRING CLEAN UP WEEK INFORMATION.

Office Hours: Monday - Friday 9:00am-5:00pm.  
24hr Payment Drop Box Located in Parking Lot near Water Tower.



Doc#: 1525818056 Fee: \$76.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/15/2015 01:44 PM Pg: 1 of 12

**This Instrument Prepared by:**  
Timothy P. McHugh, LTD  
Attorney  
360 W. Butterfield #300  
Elmhurst, IL 60126

**WHEN  
RECORDED RETURN TO:**

OS National, LLC  
2170 Satellite Boulevard, Ste. 450  
Duluth, GA 30097

(Above Space for Recorder's use only)

**WARRANTY DEED**

THE GRANTOR, BLTREJV3 Chicago LLC, a Delaware limited liability company, whose address is c/o Building and Land Technology, 2200 Atlantic Street, Stamford, CT 06902, for and in consideration of TEN AND 00/100 DOLLARS, and other good and valuable consideration in hand paid, REMISE, RELEASE, ALIEN and CONVEY to CSMA BLT, LLC, a Delaware limited liability company, whose address is c/o Cerberus Capital Management, L.P. 875 Third Avenue, 12<sup>th</sup> Floor, New York, New York 10022, all interest in the real estate legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Property");

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described Property, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said Property as above described, with the appurtenances, unto the Grantee and its heirs, successors and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its heirs, successors and assigns, that it has not done or suffered to be done, anything whereby the said Property hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said Property, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to: (i) all matters of record; (ii) any and all matters which would be disclosed on a current survey or physical inspection of the Property; (iii) all taxes not yet due and payable; (iv) all building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority, and (v) rights of tenants in possession, as tenants only, under unrecorded residential leases as shown on the rent roll delivered by Grantor to Grantee contemporaneously with the recording of this deed.



Cook Park Forest 2

CCFD REVIEWER



herewith (collectively, the "Permitted Encumbrances"); however, reference herein to the Permitted Encumbrances shall not be deemed to reimpose same.

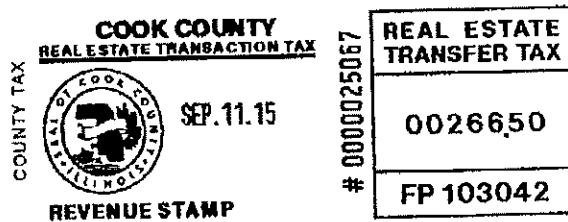
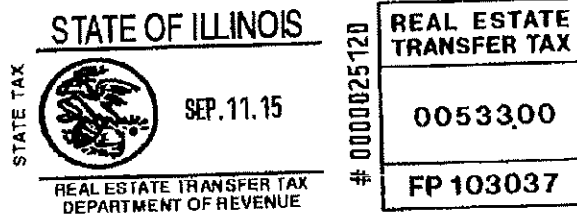
Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Part of PINS: See Exhibit A, attached hereto and incorporated herein.  
ADDRESS: See Exhibit A, attached hereto and incorporated herein.

Send future real estate tax bills to the Grantee at its address set forth above.

*[signature page follows]*

*[remainder of this page intentionally left blank]*



IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the 28<sup>th</sup> day of July, 2015.

**GRANTOR:**

**BLTREJV3 Chicago LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: Paul J. Kuehner

Title: Authorized Signatory

STATE OF Connecticut )  
 ) SS.  
COUNTY OF Fairfield )

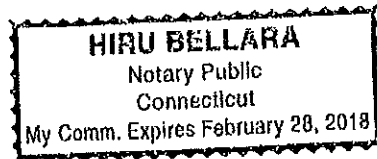
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Paul J. Kuehner, Authorized Signatory for BLTREJV3 Chicago LLC, a Delaware limited liability company, personally known to be to be the same person whose name is subscribed to the foregoing instrument, and in such capacity, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 28<sup>th</sup> day of July, 2015.

Hiru Bellara  
Notary Public

My Commission Expires:

2/28/2018  
[NOTARIAL SEAL]



No title search was performed on the subject property by the preparer. The preparer of this deed makes no representation as to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantors/Grantees and /or their agents; no boundary survey was made at the time of this conveyance.

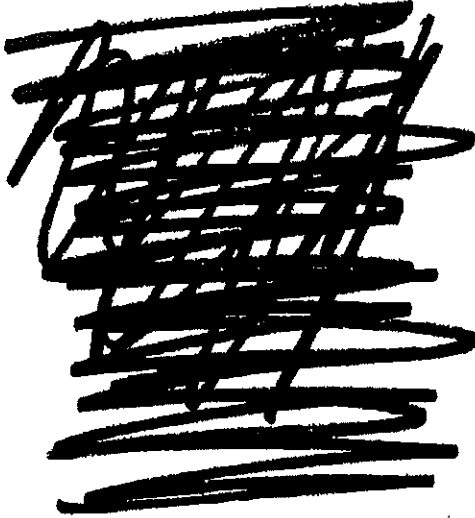
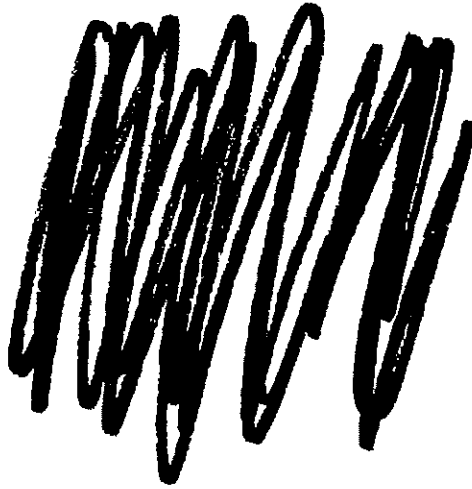


EXHIBIT A



A large, dense, black scribble or signature mark, possibly representing a signature or a redacted area, located in the upper center of the page.

## PROPERTY SCHEDULE

Count	File Number	Address	City	State	Zip	County
1	BLT-75	208 LEE ST	PARK FOREST	IL	60466	COOK
2	BLT-79	212 NASHUA	PARK FOREST	IL	60466	COOK
3	BLT-84	220 MIAMI	PARK FOREST	IL	60466	COOK
4	BLT-103	277 SOMONAUK ST	PARK FOREST	IL	60466	COOK
5	BLT-107	303 SHAWNEE ST	PARK FOREST	IL	60466	COOK
6	BLT-109	304 SHAWNEE ST	PARK FOREST	IL	60466	COOK
7	BLT-113	307 ORCHARD	PARK FOREST	IL	60466	COOK
8	BLT-114	307 WINDSOR ST	PARK FOREST	IL	60466	COOK
9	BLT-116	308 SHABONA ST	PARK FOREST	IL	60466	COOK

330dols00cts

420dols00cts

300dols00cts

320dols00cts

205dols00cts

280dols00cts

215dols00cts

300dols00cts

320dols00cts



## LEGAL DESCRIPTIONS

**EXHIBIT A-1**

STREET ADDRESS: 208 LEE ST, PARK FOREST, IL 60466

COUNTY: COOK

CLIENT CODE: BLT-75

TAX PARCEL ID/APN: 31-24-313-008-0000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 14 IN BLOCK 29 IN LINCOLNWOOD CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JUNE 26, 1958, AS DOCUMENT 17245364 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT LR1803326, IN COOK COUNTY, ILLINOIS.

\*\*\*

**EXHIBIT A-2**

STREET ADDRESS: 212 NASHUA, PARK FOREST, IL 60466

COUNTY: COOK

CLIENT CODE: BLT-79

TAX PARCEL ID/APN: 31-35-416-030-0000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 9 IN BLOCK 66 IN RE-SUBDIVISION OF BLOCKS 46 AND 65 IN VILLAGE OF PARK FOREST AREA NUMBER 5, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 35 AND THE WEST 1/2 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OF SAID RE-SUBDIVISION FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS ON JULY 15, 1952 AS DOCUMENT NUMBER 15387755, IN COOK COUNTY, ILLINOIS.

\*\*\*

**EXHIBIT A-3**

STREET ADDRESS: 220 MIAMI, PARK FOREST, IL 60466

COUNTY: COOK

CLIENT CODE: BLT-84

TAX PARCEL ID/APN: 31-36-312-016-0000

LOT 25 IN BLOCK 54 IN VILLAGE OF PARK FOREST AREA NO. 5, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 35 AND THE WEST 1/2 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1951, AS DOCUMENT 15139014, IN COOK COUNTY, ILLINOIS.

\*\*\*

**EXHIBIT A-4**

STREET ADDRESS: 277 SOMONAUK ST, PARK FOREST, IL 60466

COUNTY: COOK

CLIENT CODE: BLT-103

TAX PARCEL ID/APN: 31-35-420-006-0000

LOT 6 IN BLOCK 77 IN VILLAGE OF PARK FOREST AREA NO. 8, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON SEPTEMBER 30, 1953, AS DOCUMENT 15733496, IN COOK COUNTY, ILLINOIS.

\*\*\*



**EXHIBIT A-5**

STREET ADDRESS: 303 SHAWNEE ST, PARK FOREST, IL 60466

COUNTY: COOK

CLIENT CODE: BLT-107

TAX PARCEL ID/APN: 31-35-409-007-0000

LOT 14 IN BLOCK 80 IN VILLAGE OF PARK FOREST AREA NUMBER 8, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 15733496, IN COOK COUNTY, ILLINOIS.

\*\*\*

**EXHIBIT A-6**

STREET ADDRESS: 304 SHAWNEE ST, PARK FOREST, IL 60466

COUNTY: COOK

CLIENT CODE: BLT-109

TAX PARCEL ID/APN: 31-35-408-027-0000

LOT 5 IN BLOCK 81 IN VILLAGE OF PARK FOREST AREA NUMBER 8, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 30, 1953 AS DOCUMENT NUMBER 15733496, IN COOK COUNTY, ILLINOIS.

\*\*\*

EXHIBIT A-7

STREET ADDRESS: 307 ORCHARD, PARK FOREST, IL 60466

COUNTY: COOK

CLIENT CODE: BLT-113

TAX PARCEL ID/APN: 31-36-406-021-0000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 36 IN BLOCK 22 IN VILLAGE OF PARK FOREST AREA NO. 3, BEING A SUBDIVISION IN SECTION 36, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON OCTOBER 31, 1950, AS DOCUMENT NUMBER 14940342, IN COOK COUNTY, ILLINOIS.

\*\*\*

EXHIBIT A-8

STREET ADDRESS: 307 WINDSOR ST, PARK FOREST, IL 60466

COUNTY: COOK

CLIENT CODE: BLT-114

TAX PARCEL ID/APN: 31-35-201-008-0000

LOT 4 IN BLOCK 5 IN THE VILLAGE OF PARK FOREST WESTWOOD ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 26, AND THAT PART OF THE NORTHEAST 1/4 OF SECTION 35, ALL IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*\*

EXHIBIT A-9

STREET ADDRESS: 308 SHABBONA ST, PARK FOREST, IL 60466

COUNTY: COOK

CLIENT CODE: BLT-116

TAX PARCEL ID/APN: 31-35-212-066-0000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 33 IN BLOCK 94 IN VILLAGE OF PARK FOREST AREA NUMBER 4, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 35 AND THE WEST 1/2 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*\*

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

**DIANE SHEARS**

**PLAINTIFF**

vs.

No. 1:22-cv-2099-EEB

**AMERICAN PUBLIC DEFENSE, INC.,  
and LEWIS BROWN**

**DEFENDANT**

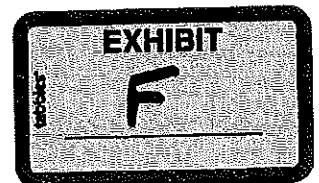
**NOTICE OF SERVICE OF COURT ORDER**

Plaintiff Diane Shears, by and through her attorney Josh Sanford of Sanford Law Firm, PLLC, and for her Notice of Service of Court Order, does hereby states as follows:

1. On July 24, this Court entered an Order setting a telephonic prove-up hearing on Plaintiff's Motion for Default Judgment as to individual Defendant Lewis Brown. See ECF No. 21.

2. The Court further ordered Plaintiff to serve defaulted defendant Lewis Brown with a copy of that Order by July 26.

3. Plaintiff hereby provides proof of such service by certified mail, receipt requested, sent to defaulted Defendant's last known address, attached hereto as Exhibit A.



Case: 1:22-cv-02099 Document #: 22 Filed: 07/26/23 Page 2 of 2 PageID #:95

Respectfully submitted,

**PLAINTIFF DIANE SHEARS**

SANFORD LAW FIRM, PLLC  
Kirkpatrick Plaza  
10800 Financial Centre Parkway, Suite 510  
Little Rock, Arkansas 72211  
Telephone: (501) 221-0088  
Facsimile: (888) 787-2040

Josh Sanford  
Ark. Bar No. 2001037  
[josh@sanfordlawfirm.com](mailto:josh@sanfordlawfirm.com)

Case: 1:22-cv-02099 Document #: 22-1 Filed: 07/26/23 Page 1 of 1 PageID #:96

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07/26/2023

Sent To: Lewis Brown  
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 City, State, ZIP+4® Park Forest IL 60466

PS Form 3800, April 2015 PSN 7530-01-000-9017 See Reverse for Instructions